

832.00

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3-090A001

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OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 18066-1
FILED 1425

MAR 31 1993 9-25 AM

INTERSTATE COMMERCE COMMISSION

March 30, 1993

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 18066-1
FILED 1425

MAR 31 1993 9-25 AM

Dear Mr. Strickland:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) a Lease Supplement (Santa Fe Trust No. 1992-2) No. 2 dated March 31, 1993 and 2) a Trust Indenture Supplement (Santa Fe Trust No. 1992-2) No. 2 dated March 31, 1993, secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to documents filed and recorded on December 30, 1992 under Recordation Numbers 18066 through 18066-C.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement (Santa Fe Trust No. 1992-2) No. 2

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Lessee: The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173

Strickland
Secretary

Mr. Sidney L. Strickland, Jr.
March 30, 1993
Page 2

Trust Indenture Supplement (Santa Fe Trust No. 1992-2) No. 2

Debtor: Wilmington Trust Company
 1100 North Market Street
 Wilmington, Delaware 19890

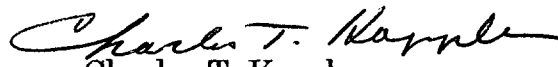
Secured Party: Harris Trust and Savings Bank
 111 West Monroe Street
 Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached hereto.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to
Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W.,
Washington, D.C. 20006.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

SCHEDULE 1
UNITSFULLY ENCLOSED BI-LEVEL AUTO RACKS
-----SHIPPED FOR JOB 739

RACK NUMBER	INSPECTION DATE
-----	-----
ATSF 2719	MAR-04-1993
ATSF 2724	MAR-08-1993
ATSF 2725	MAR-08-1993
ATSF 2726	MAR-08-1993
ATSF 2727	MAR-08-1993
ATSF 2723	MAR-08-1993
ATSF 2722	MAR-08-1993
ATSF 2721	MAR-08-1993
ATSF 2720	MAR-08-1993
ATSF 2729	MAR-09-1993
ATSF 2736	MAR-10-1993
ATSF 2737	MAR-10-1993
ATSF 2738	MAR-10-1993
ATSF 2739	MAR-10-1993
ATSF 2740	MAR-10-1993
ATSF 2741	MAR-11-1993
ATSF 2742	MAR-11-1993
ATSF 2743	MAR-11-1993
ATSF 2744	MAR-11-1993
ATSF 2745	MAR-11-1993
ATSF 2752	MAR-12-1993
ATSF 2753	MAR-12-1993
ATSF 2755	MAR-12-1993
ATSF 2756	MAR-12-1993
ATSF 2746	MAR-15-1993
ATSF 2765	MAR-15-1993
ATSF 2762	MAR-15-1993
ATSF 2763	MAR-15-1993
ATSF 2764	MAR-15-1993
ATSF 2760	MAR-15-1993
ATSF 2761	MAR-15-1993
ATSF 2766	MAR-15-1993
ATSF 2767	MAR-15-1993
ATSF 2768	MAR-15-1993
ATSF 2769	MAR-15-1993
ATSF 2747	MAR-16-1993
ATSF 2748	MAR-16-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS
-----**SHIPPED FOR JOB 739**

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2749	MAR-16-1993
ATSF	2750	MAR-16-1993
ATSF	2751	MAR-16-1993
ATSF	2770	MAR-16-1993
ATSF	2771	MAR-16-1993
ATSF	2772	MAR-16-1993
ATSF	2773	MAR-16-1993
ATSF	2774	MAR-16-1993
ATSF	2757	MAR-17-1993
ATSF	2775	MAR-17-1993
ATSF	2776	MAR-17-1993
ATSF	2777	MAR-17-1993
ATSF	2778	MAR-17-1993
ATSF	2779	MAR-17-1993
ATSF	2780	MAR-17-1993
ATSF	2781	MAR-17-1993
ATSF	2782	MAR-17-1993
ATSF	2783	MAR-17-1993
ATSF	2785	MAR-18-1993
ATSF	2784	MAR-18-1993
ATSF	2759	MAR-18-1993
ATSF	2758	MAR-18-1993
ATSF	2786	MAR-18-1993
ATSF	2791	MAR-18-1993
ATSF	2790	MAR-18-1993
ATSF	2789	MAR-18-1993
ATSF	2788	MAR-18-1993
ATSF	2787	MAR-18-1993
ATSF	2792	MAR-19-1993
ATSF	2793	MAR-19-1993
ATSF	2794	MAR-19-1993
ATSF	2795	MAR-19-1993
ATSF	2796	MAR-19-1993
ATSF	2797	MAR-19-1993
ATSF	2798	MAR-19-1993
ATSF	2799	MAR-19-1993
ATSF	2732	MAR-22-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS
-----**SHIPPED FOR JOB 739**

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2733	MAR-22-1993
ATSF	2734	MAR-22-1993
ATSF	2803	MAR-22-1993
ATSF	2804	MAR-22-1993
ATSF	2805	MAR-22-1993
ATSF	2754	MAR-22-1993
ATSF	2802	MAR-22-1993
ATSF	2800	MAR-22-1993
ATSF	2801	MAR-22-1993
ATSF	2806	MAR-23-1993
ATSF	2807	MAR-23-1993
ATSF	2808	MAR-23-1993
ATSF	2809	MAR-23-1993
ATSF	2810	MAR-23-1993
ATSF	2811	MAR-23-1993
ATSF	2812	MAR-23-1993
ATSF	2813	MAR-23-1993
ATSF	2814	MAR-23-1993
ATSF	2815	MAR-23-1993
ATSF	2816	MAR-24-1993
ATSF	2817	MAR-24-1993
ATSF	2818	MAR-24-1993
ATSF	2819	MAR-24-1993
ATSF	2820	MAR-24-1993
ATSF	2821	MAR-24-1993
ATSF	2822	MAR-24-1993
ATSF	2823	MAR-24-1993
ATSF	2730	MAR-24-1993
ATSF	2735	MAR-24-1993

TOTAL**103**

Interstate Commerce Commission
Washington, D.C. 20423

3/31/93

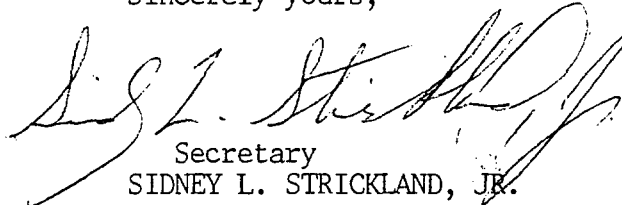
OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St N.W.
Washington, D.C. 20006

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **3/31/93** at **9:25am**, and assigned
recording number(s). **18066-D & 18066-E**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

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LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 2

Dated March 31, 1993

RECORDATION NO. 18066-12
FILED 1425

between

WILMINGTON TRUST COMPANY,
not in its individual
capacity except as expressly provided
herein but solely as Owner Trustee,
Lessor

MAR 31 1993 9-25 AM

INTERSTATE COMMERCE COMMISSION

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE UNITS COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (Santa Fe Trust No. 1992-2), DATED AS OF DECEMBER 15, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 2

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 2 dated March 31, 1993 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (as supplemented by that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 1 dated December 30, 1992, the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain of the Units under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Basic Rent, Stipulated Loss Values and Termination Values. The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the appropriate portions of revised Schedules 3, 4 and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of December 15, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

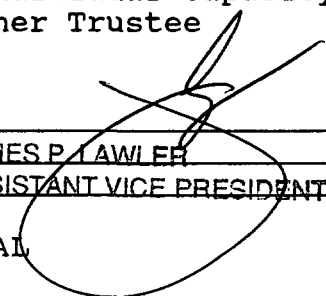
9. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

* * * *

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.


LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: 
Name: JAMES P. LAWLER
Title: ASSISTANT VICE PRESIDENT

CORPORATE SEAL

Attest:

By: 
Name: Carolyn C. Daniels
Title: Senior Financial Services Officer

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: Steve Volmer
Name: Steve Volmer
Title: Director of Finance

CORPORATE SEAL

Attest:

By: Craig N. Smetko
Name: CRAIG N. SMETKO
Title: ASST SECRETARY

STATE OF Delaware)
COUNTY OF New Castle) SS

On this 23rd of March, 1993, before me personally appeared James P. Lawler and Carolyn C. Daniels, to me personally known, who being by me duly sworn, say that they are A.V.P. and Senior Financial Services Officer, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My commission expires: 4/20/95

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this ____ day of March, 1993, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____, and _____, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF _____)
COUNTY OF _____) SS

On this _____ of March, 1993, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

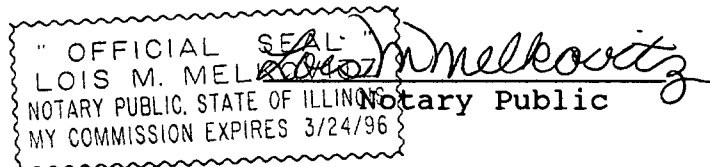
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 24 day of March, 1993, before me personally appeared STEVE VOLLMER and CRAIG N. SMETKO, to me personally known, who being by me duly sworn, say that they are DIR. OF FINANCE, and ASST. SEC., respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

My commission expires: _____

SCHEDULE 1
UNITSFULLY ENCLOSED BI-LEVEL AUTO RACKS
-----SHIPPED FOR JOB 739

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2719	MAR-04-1993
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ATSF	2753	MAR-12-1993
ATSF	2755	MAR-12-1993
ATSF	2756	MAR-12-1993
ATSF	2746	MAR-15-1993
ATSF	2765	MAR-15-1993
ATSF	2762	MAR-15-1993
ATSF	2763	MAR-15-1993
ATSF	2764	MAR-15-1993
ATSF	2760	MAR-15-1993
ATSF	2761	MAR-15-1993
ATSF	2766	MAR-15-1993
ATSF	2767	MAR-15-1993
ATSF	2768	MAR-15-1993
ATSF	2769	MAR-15-1993
ATSF	2747	MAR-16-1993
ATSF	2748	MAR-16-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS
-----**SHIPPED FOR JOB 739**

RACK NUMBER		INSPECTION DATE
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ATSF	2749	MAR-16-1993
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ATSF	2794	MAR-19-1993
ATSF	2795	MAR-19-1993
ATSF	2796	MAR-19-1993
ATSF	2797	MAR-19-1993
ATSF	2798	MAR-19-1993
ATSF	2799	MAR-19-1993
ATSF	2732	MAR-22-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS
-----**SHIPPED FOR JOB 739**

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2733	MAR-22-1993
ATSF	2734	MAR-22-1993
ATSF	2803	MAR-22-1993
ATSF	2804	MAR-22-1993
ATSF	2805	MAR-22-1993
ATSF	2754	MAR-22-1993
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ATSF	2822	MAR-24-1993
ATSF	2823	MAR-24-1993
ATSF	2730	MAR-24-1993
ATSF	2735	MAR-24-1993

TOTAL**103**